

Last updated: November 9, 2018

Self-Serve Advertising Terms (Jobs)

These Self-Serve Advertising Terms (Jobs) (“Terms”) are subject to change at any time in ResearchGate’s sole discretion. You will be asked to review and agree to the Terms prior to each purchase of Job Ad Services. Please review the Terms before each purchase.

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1. Agreement

- a. ResearchGate GmbH, Chausseestr. 20, Berlin, Germany 10115 (“**ResearchGate**,” “**we**,” “**us**”) will provide the job advertising services that Advertiser (also referred to as “**you**” and “**your**”) purchases from ResearchGate from time to time (“**Job Ad Services**”) in connection with ResearchGate’s websites, mobile applications, and other properties where ResearchGate serves ads, on any platform or device (“**Service**”).
- b. You agree that by signing up for, purchasing, or otherwise using the Job Ad Services, you are entering into a legally binding agreement (even if you are using Job Ad Services on behalf of a company or institution). In addition to ResearchGate’s [Terms of Service](#), [Privacy Policy](#) and [Advertising & Recruiting Guidelines](#) (together, the “**Policies**”), which are expressly incorporated herein, these Terms apply to your access, use, and any order or purchase of the Job Ad Services. Together, the Terms and the Policies are the “**Ad Agreement**.” Additional terms may apply to specific features of the Job Ad Services. To the extent of any conflict between different agreements that you have with ResearchGate, these Terms and any feature-specific terms govern with respect to your use of the Job Ad Services.
- c. If you are accessing, using, or purchasing the Job Ad Services on behalf of a business or third party, you represent and warrant that you have the authority to do so and to bind that business or third party to the Ad Agreement, and your agreement to the Ad Agreement will be treated as their respective agreement. In this event, ResearchGate may hold you responsible for violations of the Ad Agreement by that business or third party and/or any liabilities arising out of the Ad Agreement, and “Advertiser,” “you,” and “your” will also refer and apply to that business or third party.

2. Job Ad Services

- a. The Job Ad Services are designed to help Advertiser reach quality candidates for job opportunities by targeting a particular audience. Advertiser must register for a standard ResearchGate membership or Recruiter Account to log in and purchase the Job Ad Services. A “**Job Ad**” is an ad advertising a job position that runs for a specified

maximum period of time (being 30 days, unless otherwise agreed). The specified period may be subject to extension for an additional fee. If a Job Ad is deactivated before the end of the initial specified period or the extended period, Advertiser is not entitled to a full or partial refund, credit, or additional token. Each Job Ad can only advertise one job position; it is not permitted to advertise multiple job positions in one Job Ad, or to change the job position being advertised during the duration of a Job Ad's posting. ResearchGate reserves the right to deactivate Job Ads that contain more than one job position or in cases where Advertiser has changed the job position being advertised, without further notice. This shall not give rise to any compensation claims on the part of Advertiser.

- b. Advertiser may purchase a single Job Ad or a "**Job Bundle**." If Advertiser purchases a Job Bundle, Advertiser shall receive a select number of tokens that can each be redeemed in exchange for one Job Ad during the specified Bundle Period. The Bundle Period begins on the date of purchase. The tokens may be redeemed at any time during the Bundle Period. Each Job Ad can only be displayed for the maximum specified period (which is 30 days, unless otherwise agreed). The specified period may be subject to extension for an additional fee. The activation and deactivation of Job Ads remains Advertiser's responsibility.

3. Ad Materials

- a. To create a Job Ad, Advertiser must submit all required information, including creative artwork, assets, copy, active URLs, and/or active target sites ("**Ad Materials**") that comply with ResearchGate's [Advertising & Recruiting Guidelines](#). Advertiser should review the Advertising & Recruiting Guidelines periodically to remain informed about ResearchGate's current policies. Advertiser shall review and approve any Ad Materials before submission to ResearchGate and, after having done so, Advertiser shall be solely responsible for such Ad Materials and the Ads in their entirety. Advertiser shall have no recourse against ResearchGate for any error in delivery or under-delivery of Job Ad Services caused by Advertiser's failure to provide accurate or adequate information, or the submission of non-compliant Ad Materials or Job Ads.
- b. Any review of Ad Materials or Job Ads shall be undertaken by ResearchGate in its sole discretion. ResearchGate has the right, but not responsibility, to review Ad Materials and Job Ads for compliance with the [Advertising & Recruiting Guidelines](#), but Advertiser is responsible for ensuring compliance with the Advertising & Recruiting Guidelines at all times. Advertiser authorizes ResearchGate to correct Ad Materials and Job Ads in accordance with the Advertising & Recruiting Guidelines. ResearchGate shall be entitled to correct typographical, grammatical, spacing, or formatting errors, with or without Advertiser's express consent. ResearchGate reserves the right to reject, suspend, remove, deactivate, or not deliver any Ad Materials or Job Ad, at any time and for any or no reason, without prior notice. The activities described in this paragraph shall not give rise to any compensation claims on the part of Advertiser.

4. Delivery of Job Ad Services

- a. ResearchGate shall, in its sole discretion, determine the type, size, placement, and positioning of Job Ads. ResearchGate shall monitor the performance of Job Ads on a regular basis and may, in its sole discretion, alter the variables of a Job Ad, including but not limited to placement, size, positioning, targeting criteria, and associated keywords, in order to optimize the overall performance of the Job Ad. Advertiser accepts that occasional fluctuations in the Service's traffic may affect delivery or performance of the Job Ad Services. ResearchGate may, at any time, replace the features associated with the Job Ad Services with features of a substantially similar value. ResearchGate is also entitled to limit, modify, test, and extend the Service. This shall have no effect on this Ad Agreement, provided no such changes materially affect provision of the Job Ad Services.

5. Payment

- a. Advertiser may be offered more than one payment method when purchasing the Job Ad Services. Different payment methods may be subject to different pricing. Advertiser will pay all amounts specified in each order Advertiser places, along with any applicable taxes.
- b. If Advertiser is permitted to pay by credit or debit card, payment will be processed onsite at the time of purchase. Advertiser agrees that ResearchGate has the right to make and receive payments through a payment processing provider that will be identified onsite and which may include [Stripe](#) or [Braintree](#) and their global affiliates. As a condition of ResearchGate enabling payment processing services through such provider, Advertiser authorizes ResearchGate to share with the provider information about Advertiser's business and transaction information related to Advertiser's use of the payment processing services. If Advertiser is permitted to pay by invoice, ResearchGate will invoice Advertiser once the Job Ad or Job Bundle is activated. ResearchGate will send invoices via email and is not obliged to cooperate in any alternative method of submitting invoices to Advertiser (such as via an online portal). Advertiser shall pay invoices within 30 days of the invoice date, in the currency specified in the invoice. Each party shall bear any fees imposed by its own bank, including but not limited to transaction fees, conversion fees, and check fees.
- c. ResearchGate will only invoice one billing entity and one billing contact per order or purchase of Job Ad Services. Advertiser is responsible for providing complete and accurate billing and contact information and notifying ResearchGate promptly of any changes to such information. If Advertiser provides credit or debit card information to ResearchGate, Advertiser confirms that it is permitted to use that credit or debit card. Advertiser also authorizes ResearchGate to obtain a credit report from a credit bureau. ResearchGate reserves the right, in its sole discretion, to close Advertiser's account based upon a financial assessment including a credit report. Advertiser is responsible for maintaining the security of its account and will be charged for any orders placed on or through its account, including without limitation orders placed without sufficient authorization, or through mistake or error. Advertiser agrees to notify ResearchGate immediately if it believes an unauthorized or otherwise problematic transaction has taken place under its account.
- d. Advertiser agrees to pay all applicable taxes, government charges, and foreign exchange fees. The final amount charged by ResearchGate shall not include VAT if:
 - i. Advertiser's taxing jurisdiction is not a Member State of the EU and Advertiser takes any necessary steps to prevent ResearchGate from incurring tax obligations, if possible; or
 - ii. Advertiser's taxing jurisdiction is a Member State of the EU (other than Germany) and Advertiser has provided ResearchGate with a valid VAT identification number.
- e. If Advertiser's taxing jurisdiction is a Member State of the EU (other than Germany) and Advertiser fails to provide ResearchGate with a valid VAT identification number, the current VAT rate of Germany will apply. In all cases, Advertiser shall treat any applicable tax in accordance with the tax rules of its taxing jurisdiction and shall take any necessary steps to prevent ResearchGate from incurring tax obligations, if possible.
- f. Unpaid amounts or errors may be billed in subsequent invoices. ResearchGate may charge the default statutory interest on all late payments. Any disputes in relation to an invoiced amount must be made by Advertiser in writing within 30 days of the date of invoice, or all such claims shall be waived. Advertiser will pay all reasonable expenses and legal fees ResearchGate incurs in collecting late payments. Should Advertiser default on any payment due for Job Ad Services, ResearchGate reserves the right to suspend delivery of any undelivered Job Ad Services ordered by Advertiser.

6. Term and termination

- a. The Ad Agreement will become effective as of the date Advertiser agrees to these Terms.

- b. This Ad Agreement will automatically terminate: (i) on complete delivery of the Job Ad Services; (ii) if Advertiser is purchasing a Job Bundle, at the end of the Bundle Period; or (iii) on extraordinary termination of the Ad Agreement in accordance with Section 6(c) below.
- c. All orders placed by Advertiser to purchase Job Ad Services are non-cancellable. However, either party is entitled to immediate extraordinary termination of the Ad Agreement for good cause at any time. Extraordinary termination for good cause is defined as an event which makes it unreasonable for the terminating party to continue the Ad Agreement, taking into account all circumstances of the individual case and weighing the interests of both parties. "Good cause" shall include, but is not limited to, Advertiser's failure to pay amounts due by the due date, or ResearchGate's receipt of a third-party claim arising out of or in connection with Advertiser's Job Ad(s) or Ad Materials. In the event of such a termination, any active Job Ads will be deactivated, and Advertiser will immediately pay all unpaid fees incurred up to the date of termination.

7. Intellectual property

- a. Advertiser grants to ResearchGate a non-exclusive, royalty-free, worldwide, sublicensable, and non-transferable right and license to use, copy, modify, market, display, publish, perform, transmit, distribute, and/or authorize the use of any content, marks, logos, Job Ads, and Ad Materials, for the purpose of executing or performing this Ad Agreement. The usage rights granted to ResearchGate extend to all relevant proprietary rights, including but not limited to copyright, design, trademark, and ancillary rights.
- b. Advertiser will remain at all times the owner of its Ad Materials and all intellectual property rights therein, and ResearchGate will not acquire any interest therein by reason of this Ad Agreement.
- c. If Advertiser chooses to provide suggestions or feedback to ResearchGate, Advertiser agrees that ResearchGate can (but does not have to) use and share such feedback for any purpose without compensation to Advertiser.

8. Confidentiality

- a. "**Confidential Information**" means information that one party (or an affiliate) ("**Disclosing Party**") discloses to the other party ("**Recipient**") under this Ad Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by Recipient, is lawfully given to Recipient by a third party without confidentiality obligations, or becomes public through no fault of Recipient.
- b. Recipient will protect Disclosing Party's Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient will not disclose the Confidential Information of Disclosing Party, except to affiliates, employees, agents, or professional advisors of Recipient who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Recipient will ensure that those people and entities use the Confidential Information of Disclosing Party only to exercise rights and fulfill obligations under this Ad Agreement, and that they keep it confidential. Recipient may also disclose Confidential Information when required by law after giving reasonable notice to Disclosing Party, if permitted by law.

9. Privacy and data

- a. Advertiser represents and warrants that, at all times during this Ad Agreement, it will maintain a posted Privacy Policy compliant with all applicable laws and regulations.
- b. To the extent any personal data is collected, Advertiser represents and warrants that (i) all necessary consents and waivers have been obtained, and (ii) Advertiser will not provide personal data to any other parties. Unless otherwise agreed by the parties in writing, neither party will provide the other party with any information that may directly or indirectly identify an individual, including but not limited to an individual's name or email address.

10. Representations and warranties

- a. Advertiser represents and warrants that it will not, and will not authorize or induce any other party to:
- i. store or cache in any non-transitory manner any data obtained directly from a user through a Job Ad served by ResearchGate, without ResearchGate's permission;
 - ii. operate user tracking mechanisms (including, without limitation, cookies, tracking pixels, fingerprinting or scripts);
 - iii. collect or use data about Job Ads or provided by, from, or related to a user of the Service for the purpose of audience composition; segmenting, re-targeting, creating, supplementing, or amending user or inventory profiles; amending interest categories; or syndication or other distribution to third parties, unless such data collection and usage is authorized and approved by ResearchGate in writing;
 - iv. generate automated, fraudulent, or otherwise invalid deliverables, inquiries, conversions, or other actions on the Service;
 - v. use any automated means or form of scraping, or data extraction to access, query, or otherwise collect information or content from the Service, except as expressly permitted by ResearchGate;
 - vi. use any ResearchGate trademarks in any manner, or issue any press release or public statements about Advertiser's relationship with ResearchGate, without ResearchGate's prior express written consent;
 - vii. target Job Ads based on sensitive data;
 - viii. spam or otherwise contact applicants for purposes other than related to the specific employment opportunity described in the Job Ad;
 - ix. harass, stalk, or contact any applicant after they have asked not to be contacted;
 - x. create, provide to ResearchGate, or cause to be visible on the Service Job Ads:
 1. without having a reasonable and legitimate intent to hire for a bona fide job opportunity or the specific job position advertised;
 2. that intentionally misrepresent the job position or hiring company;
 3. that fail to clearly disclose that a job position is for an independent contractor or is part-time, piecework, commission-based, or has otherwise nontraditional working conditions or compensation;
 4. for business opportunities that require payments or recruitment of others, or that resemble franchises, multi-level marketing, club memberships, distributorships, or are entirely or almost entirely commission-based;
 5. that discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical, or genetic condition;
 - xi. create, provide to ResearchGate, or cause to be visible on the Service any Job Ads or Ad Materials (including any hyperlinks that link to pages outside of the Service) that:
 1. link to digital properties (e.g. websites and applications) that will, when viewed or clicked, cause the download or delivery of any software or executable code (without effective user consent), virus, or malicious or social engineering (phishing) code or features;
 2. are deceptive, false, or misleading;
 3. assert or imply personal characteristics;

4. contain material that violates ResearchGate's Policies;
 5. are otherwise unlawful, defamatory, obscene, or infringe or violate any third-party rights (including but not limited to any intellectual property rights, privacy rights, or publicity rights).
- b. Advertiser further represents and warrants that (i) the Job Ads and Ad Materials do not infringe upon the rights of any third parties, (ii) it will comply with all applicable laws and regulations in its performance of the Ad Agreement (including but not limited to all applicable U.S. and non-U.S. export control and trade sanctions laws, and employment, privacy, and data protection laws and regulations); and (iii) it will inform any third parties acting on its behalf of these Terms and remain responsible for any noncompliance by such third parties.
- c. ResearchGate makes no representation or warranty, express or implied, with respect to the subject matter hereof, and expressly disclaims the implied warranties of merchantability and fitness for a particular use. ResearchGate makes no representation or warranty (i) that the Job Ad Services will be uninterrupted or error-free; (ii) with respect to Job Ads, including but not limited to the reach or performance of Job Ads; (iii) about the accuracy of any candidate information obtained as a result of the Job Ad Services; or (iv) concerning information on which targeting is based. Notwithstanding, any warranty claims against ResearchGate under mandatory applicable law remain unaffected; [Section 12. Limitation of Liability](#) applies.

11. Indemnification

- a. Notwithstanding any review of any Job Ad or Ad Materials by ResearchGate, Advertiser will indemnify, defend, and hold ResearchGate and its officers, directors, agents, and employees harmless from and against any loss, cost, expense, claim, injury, or damage (including, without limitation, reasonable attorneys' fees and expenses) whether incurred due to third-party claims or otherwise ("Losses") arising out of or in connection with (i) Job Ads, Ad Materials, Advertiser's instructions (including instructions about targeting), or Advertiser's use of the Job Ad Services, (ii) all content and property to which Job Ads direct users; (iii) any breach of representations, warranties, or cardinal obligations contained in these Terms by Advertiser; (iv) Advertiser's failure to remit any taxes applicable to its transactions; and (v) any candidate hiring or employment decisions.
- b. ResearchGate will notify Advertiser promptly of any Losses for which it seeks indemnification and will permit Advertiser to control the defense of any third-party claim with counsel chosen by Advertiser; provided that Advertiser will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing on the part of ResearchGate without ResearchGate's prior written consent.

12. Limitation of liability

- a. In the event of under-delivery or failure of delivery of any Job Ad Services, Advertiser's remedy is limited to either (i) delivery of the shortfall of Job Ad Services, or (ii) a refund of any overcharged amount, except where and to the extent otherwise required by law.
- b. Each party will be liable without limitation for damages resulting from (i) injury to life, limb, or health which occurs due to a breach of duty by that party or one of its legal representatives or vicarious agents, (ii) malicious conduct by that party, or (iii) intent or gross negligence by that party or one of its legal representatives or vicarious agents.
- c. Apart from the cases set out immediately above, in the event of a breach of any of its cardinal contractual obligations, each party's liability shall be limited to typical foreseeable contractual damages. Cardinal contractual duties are an abstract description of those obligations whose fulfillment is indispensable for the proper implementation of an agreement and on whose fulfillment the contracting parties can usually rely.
- d. Liability pursuant to the German Product Liability Act shall remain unaffected.
- e. For the avoidance of doubt, any further liability of either party other than as set out above will be limited to the total amount of the Ad Agreement.

13. Miscellaneous

- a. ResearchGate only sells its Job Ad Services to entrepreneurs (in terms of Section 14 of the German Civil Code), corporate bodies organized under public law, and public fund assets, including universities and research institutions of any corporate legal form under public or private law. Advertiser represents that it is not a consumer in terms of Section 13 of the German Civil Code (BGB) or Article 2 Paragraph 2 of Directive 97/7/EC.
- b. This Ad Agreement embodies the entire and exclusive agreement between the parties respecting the subject matter herein, and supersedes any and all prior related oral, emailed, or written representations and agreements between the parties. No part of the Ad Agreement may be amended or modified unless agreed in writing (including electronically) by both parties. All other terms, including but not limited to terms which are implied by trade, custom, practice, or course of dealing, are excluded. If any Advertiser documents or information are referenced, any terms that may be contained therein are hereby excluded.
- c. ResearchGate shall not be liable for any delay or failure to perform any of its obligations under this Ad Agreement due to cases of force majeure or other unexpected events at the time of conclusion of this Ad Agreement.
- d. This Ad Agreement shall be governed by and construed in accordance with German law under the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods) and conflict-of-law provisions. All disputes and matters whatsoever arising under, in connection with, or incident to this Ad Agreement shall be litigated, if at all, in and before the Courts of Berlin, Germany, or, at ResearchGate's discretion, when Advertiser is the defendant, at a court located in the home jurisdiction of Advertiser. In the latter case, the parties agree that the dispute and all claims by one party against the other shall be governed by the laws of the forum (ex-tunc).
- e. If any Section (or part of a Section) of the Ad Agreement is held to be invalid, illegal or unenforceable, the parties will either substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision, or strike such provision without further prejudice to the Ad Agreement such that all remaining provisions of the Ad Agreement shall remain in full force and effect. ResearchGate may change these Terms at any time and both parties agree that changes cannot be retroactive. If Advertiser does not agree to these changes, Advertiser must stop using the Job Ad Services. The following provisions of these Terms survive its termination: Sections [1](#), [3](#), [4](#), [5](#), [8](#), [9](#), [10](#), [11](#), [12](#) and [13](#).